

**CENTURYLINK**  
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Seattle, Washington 98191  
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**Maura E. Peterson**  
Paralegal  
Regulatory Law

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IDAHO PUBLIC  
UTILITIES COMMISSION



**CenturyLink®**

January 19, 2015

*Via Overnight delivery*

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074

**Re: Case No.: QWE-T-00-20**  
**Application for Approval of Amendment to**  
**Interconnection Agreement**

Dear Ms. Jewell:

Enclosed for filing are an original and three (3) copies of the ICC Bill and Keep Amendment No. 2 to the Type 2 Wireless Interconnection Agreement between Qwest Corporation dba CenturyLink QC and Cricket Communications, Inc. for the State of Idaho. CenturyLink respectfully requests that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Maura E. Peterson

MEP/jga

Enclosure

cc: Sheila Paananen

Lisa A. Anderl (WSBA#13236)  
CenturyLink  
1600 7th Ave, Room 1506  
Seattle, WA 98191  
Telephone: (206) 398-2504  
Facsimile: (206) 343-4040  
lisa.anderl@centurylink.com

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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**APPLICATION OF QWEST  
CORPORATION dba CENTURYLINK QC  
(f/k/a U S WEST COMMUNICATIONS,  
INC.) FOR APPROVAL OF AN  
AMENDMENT TO INTERCONNECTION  
AGREEMENT PURSUANT TO 47 U.S.C.  
§252(e)**

**CASE NO.: QWE-T-00-20**

**APPLICATION FOR APPROVAL OF  
AMENDMENT TO INTERCONNECTION  
AGREEMENT**

Qwest Corporation dba CenturyLink QC f/k/a U S West Communications, Inc.  
("CenturyLink"), hereby files this Application for Approval of Amendment to the  
Interconnection Agreement ("Amendment") which was approved by the Idaho Public Utilities  
Commission on January 26, 2001, Order No. 28618 (the "Agreement"). The Amendment with  
Cricket Communications, Inc. ("Cricket") is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation  
or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications  
Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment  
reached through voluntary negotiations only if the Commission finds that: the amendment (or  
portion(s) thereof) discriminates against a telecommunications carrier not a party to this

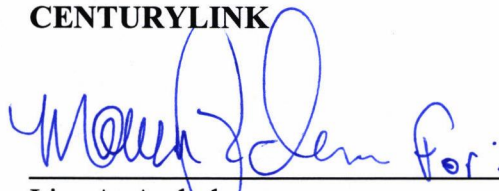
agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

CenturyLink respectfully submits this Amendment provides no basis for either of these findings, and, therefore requests that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable Cricket to interconnect with CenturyLink facilities and to provide customers with increased choices among local telecommunications services.

CenturyLink further requests that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 19<sup>th</sup> day of January, 2015.

**CENTURYLINK**



Lisa A. Anderl  
Attorney for Qwest Corporation dba CenturyLink  
QC f/k/a U S West Communications, Inc.

### CERTIFICATE OF SERVICE

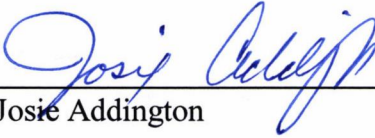
I hereby certify that on this 19<sup>th</sup> day of January, 2015, I served the foregoing  
**APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION  
AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary  
Idaho Public Utilities Commission  
472 West Washington Street  
P.O. Box 83720  
Boise, Idaho 83720-0074  
[jjewell@puc.state.id.us](mailto:jjewell@puc.state.id.us)

\_\_\_\_\_ Hand Delivery  
\_\_\_\_\_ U. S. Mail  
XX \_\_\_\_\_ Overnight Delivery  
\_\_\_\_\_ Facsimile  
\_\_\_\_\_ Email

Sheila Paananen  
Lead Carrier Relations Manager  
Cricket Communications, Inc.  
10307 Pacific Center Court  
San Diego, California 98121

\_\_\_\_\_ Hand Delivery  
XX \_\_\_\_\_ U. S. Mail  
\_\_\_\_\_ Overnight Delivery  
\_\_\_\_\_ Facsimile  
\_\_\_\_\_ Email

  
\_\_\_\_\_  
Josie Addington

**ICC Bill and Keep Amendment No. 2  
to the Type 2 Wireless Interconnection Agreement  
between  
Qwest Corporation dba CenturyLink QC  
and  
Cricket Communications, Inc.  
for the State of Idaho**

This Amendment No. 2 ("Amendment No. 2") is to the Type 2 Wireless Interconnection Agreement by and between Qwest Corporation dba CenturyLink QC (f/k/a U S WEST Communications, Inc.) ("CenturyLink") and Cricket Communications, Inc. ("Carrier"); (collectively, the "Parties").

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Idaho, that was approved by the Commission in 2001 ("Agreement"); and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Inter-carrier Compensation Regime*, issued an order that changed the current state of applicable law with respect to, among other things, requirements surrounding the exchange of traffic between CMRS providers and LECs effective December 29, 2011 ("FCC Order" or "Order"); and

WHEREAS, the Parties amended the Agreement based on the FCC Order in June of 2014 (Amendment No.1"); and

WHEREAS, the Parties agree to further amend the Agreement based on the FCC Order with the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment No. 2 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

Amendment No 1 is hereby replaced in its entirety by this Amendment No. 2, and the Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment No. 2 and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment No. 2, Carrier has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned FCC Order.

**Effective Date**

This Amendment No. 2 shall become effective on the date of Commission Approval; however, the Parties agree to implement the provisions of this Amendment No. 2 effective September 1, 2012 pursuant to the FCC Order and mutual agreement.

### **Further Amendments**

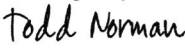
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment No. 2 may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

### **Entire Agreement**

Other than the publicly filed Agreement and its Amendments, CenturyLink and Carrier have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment No. 2 as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

#### **Cricket Communications, Inc.**

DocuSigned by:  
  
C612446898BC460...

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Signature

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Todd Norman  
Name Printed/Typed

---

Director Procurement – Network  
Title


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1/12/2015

---

Date

#### **Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
  
05E9FC68BD57454...

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Signature

---

L. T. Christensen  
Name Printed/Typed

---

Director – Wholesale Contracts  
Title

---

1/13/2015

---

Date



### **Attachment 1**

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the Order, between the Parties.

#### **1. General**

- 1.1. Bill and Keep shall mean the originating Party has no obligation to pay terminating charges to the terminating Party.
- 1.2. Non-Access Telecommunications Traffic shall have the meaning set forth in 47 CFR §51.701(b) that is originated or terminated as wireless traffic by Carrier's end user.
- 1.3. Carrier agrees that it will only route traffic from its own wireless end users to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. In the event Carrier routes any traffic from third parties to CenturyLink in violation of this paragraph, CenturyLink shall be entitled to seek injunctive relief and to recover damages, including without limitation, compensation for such traffic at the rate that is then applicable to intrastate access traffic.
- 1.4. All other terms not otherwise defined in this Amendment No. 2 are as defined in the Agreement.

#### **2. Intercarrier Compensation.**

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties. This compensation arrangement shall supersede any previous usage-based terminating charges for End Office Call Termination, Tandem Switched Transport, Tandem Transmission charges and/or FCC – ISP Rate Caps listed in Exhibit A of the Agreement.
- 2.2. Notwithstanding anything in this Amendment No. 2 or in the Agreement to the contrary, Bill and Keep shall not apply to the right of CenturyLink to be compensated for Transit Traffic that transits a CenturyLink Tandem. Such Transit Traffic shall be at the same rates that existed prior to this Amendment No. 2, and any adjustment to reciprocal compensation rate element(s) that are assessed by a Party for terminating Non-Access Telecommunications Traffic pursuant to the Order shall not apply for purposes of calculating the rate(s) to be charged by CenturyLink for providing a Transit Service.

#### **3. Traffic Delivery Arrangements. For purposes of determining the relevant network points for delivery and exchange of traffic pursuant to this Amendment No. 2, the Parties acknowledge and agree as follows:**

##### **3.1. Tandem Management.**

- 3.1.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Carrier, and the third party rural incumbent local exchange carrier ("rural ILEC") is not legally obligated to compensate CenturyLink for the Transit Service provided in transporting the traffic to Carrier as a result of paragraph 999 of the FCC Order, then Carrier will either:

- 3.1.1.1. Establish direct interconnection with such third party rural ILEC; or
    - 3.1.1.2. Pay the Transit charges for such traffic.
  - 3.1.2. Carrier agrees not to route Transit Traffic to a non-CenturyLink Tandem when the NPA-NXX of the number called is rated within CenturyLink's tandem serving area, and Carrier shall reimburse CenturyLink for any terminating compensation charged to CenturyLink by a third party terminating carrier as a result of any such double tandem Transit Traffic routed by Carrier. In addition, Carrier will be financially responsible for any Transit charges of CenturyLink on such traffic.
  - 3.1.3. To the extent network and contractual arrangements exist with all necessary parties throughout the term of the Agreement, CenturyLink Transit Services are available solely at the CenturyLink Tandem providing the Transit Service for those third party carriers that are listed in the LERG as subtending that CenturyLink Tandem and are directly connected to the same CenturyLink Tandem.
  - 3.1.4. In the event Transit Traffic routed by Carrier is blocked by a third party, the Parties understand and agree that it is the sole responsibility of Carrier to resolve the dispute. Carrier acknowledges that CenturyLink does not have any responsibility to pay, and Carrier indemnifies CenturyLink against any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic routed to CenturyLink by Carrier.
4. Price Sheet Revisions. For purposes of reflecting the Bill and Keep arrangement in Section 2 above and the rates for third party originated Transit Service in accordance with Section 3.1 above, the Agreement is hereby amended by deleting in its entirety the schedule of rates and charges set forth in Part G of the Agreement (or in any other schedule, attachment or exhibit to the Agreement where the rates and charges under the Agreement are set forth), and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties that Exhibit A reflects the rates and charges which are currently being billed and paid by the Parties, except as the same have been modified by Section 2 and Section 3 above, and that neither Party will seek billing adjustments for past periods based upon the rates shown on the attached Exhibit A that have been historically charged and paid for the period up to and including the date of this Amendment No. 2, except for any billing adjustments which may be necessary or appropriate to give effect to Section 2 and Section 3.1 above as of the date this Amendment No. 2 is implemented.
5. Reservation of Rights. Notwithstanding anything in this Amendment No. 2 or in the Agreement to the contrary, and notwithstanding the execution of this Amendment No. 2 by the Parties, CenturyLink reserves the absolute right to charge and collect any compensation that it would otherwise have been entitled to in the absence of the FCC Order or this Amendment No. 2, and this Amendment No. 2 shall immediately become void *ab initio*, if the application of the Bill and Keep compensation framework within the FCC Order is in any way stayed or modified or subsequently determined by the FCC or a court of competent jurisdiction to be discriminatory, unfair, or otherwise improper, unlawful, unenforceable, without adequate legal support or inapplicable.



Cricket Communications, Inc.

Wireless Type 2 Exhibit A  
Idaho

Amendment								Options		Bill and Keep				Notes		
										Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC	
6.0	Interconnection															
6.1	Entrance Facilities															
	6.1.1	DS1								\$103.61		\$208.34	A		A	
	6.1.2	DS3								\$524.42		\$277.73	A		A	
6.2	EICT															
	6.2.1	Per DS1								\$0.00		\$0.00	A		A	
	6.2.2	Per DS3								\$0.00		\$0.00	B		B	
6.3	Direct Trunked Transport															
	6.3.1	DS0 (Recurring Fixed & per Mile)											A	A		
		6.3.1.1	Over 0 to 8 Miles							\$24.67	\$0.29		A	A		
		6.3.1.2	Over 8 to 25 Miles							\$24.69	\$0.23		A	A		
		6.3.1.3	Over 25 to 50 Miles							\$24.86	\$0.15		A	A		
		6.3.1.4	Over 50 Miles							\$24.69	\$0.05		A	A		
	6.3.2	DS1 (Recurring Fixed & per Mile)														
		6.3.2.1	Over 0 to 8 Miles							\$37.35	\$1.25		A	A		
		6.3.2.2	Over 8 to 25 Miles							\$37.35	\$1.82		A	A		
		6.3.2.3	Over 25 to 50 Miles							\$37.35	\$1.89		A	A		
		6.3.2.4	Over 50 Miles							\$37.35	\$1.90		A	A		
	6.3.3	DS3 (Recurring Fixed & per Mile)														
		6.3.3.1	Over 0 to 8 Miles							\$257.18	\$19.48		A	A		
		6.3.3.2	Over 8 to 25 Miles							\$260.49	\$24.24		A	A		
		6.3.3.3	Over 25 to 50 Miles							\$260.77	\$26.43		A	A		
		6.3.3.4	Over 50 Miles							\$259.32	\$26.35		A	A		
6.4	Multiplexing															
	6.4.1	DS1 to DS0									\$263.86		\$193.30	A		A
	6.4.2	DS3 to DS1									\$304.22		\$193.30	A		A
6.5	Trunk Nonrecurring Charges															
	6.5.1	DS1 Interface														
		6.5.1.1	First Trunk									\$229.40			A	
		6.5.1.2	Each Additional Trunk									\$5.46			A	
	6.5.2	DS3 Interface														
		6.5.2.1	First Trunk									\$235.71			A	
		6.5.2.2	Each Additional Trunk									\$11.78			A	
	6.5.3	Trunk Routing Change, per Type 2 Trunk Group														
		6.5.3.1	2A Direct Final to Alternate Final									\$74.61			1	
		6.5.3.2	Type 2 Routing Translation Change									\$74.61			1	
6.6	Ancillary Trunks															
	6.6.1	One-Way Out Only, Ancillary Trunks, per Trunk														
		6.6.1.1	Idaho - North							\$20.69		\$43.00				
		6.6.1.2	Idaho - South													
		6.6.1.2.1	Zone 1							\$11.50		\$117.50				
		6.6.1.2.2	Zone 2							\$17.51		\$117.50				
		6.6.1.2.3	Zone 3							\$12.63		\$117.50				
6.7	Intentionally Left Blank															
6.8	Intentionally Left Blank															
6.9	Miscellaneous Charges															
	6.9.1	Cancellation Charge											CenturyLink QC's Idaho Access Service Catalog			
	6.9.2	Expedite Charge											CenturyLink QC's Idaho Access Service Catalog			
	6.9.3	Additional Testing											CenturyLink QC's Idaho Access Service Catalog			
6.10	Transit Traffic															
	6.10.1	Local Transit (Assumed Mileage = 7 Miles) , per Minute of Use									\$0.0014033			A & #		
	6.10.2	IntraLATA Toll Transit, Per Minute of Use									\$0.002857			1		
	6.10.3	Third Party Originated Local Transit Traffic (Assumed Mileage = 7 Miles), Per Minute of Use									\$0.0014033			A, # & C		
	6.10.4	Third Party Originated IntraLATA Toll Transit, Per Minute of Use									\$0.002857			1 & C		
6.11	Jointly Provided Switched Access Services															

Cricket Communications, Inc.

Wireless Type 2 Exhibit A  
Idaho

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	6.11.1	Mechanized Access Records, per Record			\$0.0014877			B		
6.12	InterMTA Traffic				CenturyLink QC's FCC Switched Access Tariff					
6.13	InterMTA Traffic				CenturyLink QC's FCC Switched Access Tariff					
	6.12.1	Percentage of M-L InterMTA Usage			0%					
	6.12.2	Percentage of L-M InterMTA Usage			10%					
6.13	Percent Local Usage Factors									
	6.13.1	PLU			33.27%					
7.0	Intentionally Left Blank									
8.0	Intentionally Left Blank									
9.0	Ancillary Services									
9.1	Local Number Portability									
	9.1.1	LNP Queries			See FCC Tariff #1 Section 13 & 20		See FCC Tariff #1 Section 13 & 20			
	9.1.2	LNP Managed Cuts								
		9.1.2.1	Standard Managed Cuts, per Person, per Half Hour				\$26.57			A
		9.1.2.2	Overtime Managed Cuts, per Person, per Half Hour				\$34.38			A
		9.1.2.3	Premium Managed Cuts, per Person, per Half Hour				\$42.21			A
9.2	911 / E911				No Charge		No Charge			
9.3	Intentionally Left Blank									
9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)									
	9.4.1	Pole Inquiry Fee, per Inquiry					\$341.63			1
	9.4.2	Innerduct Inquiry Fee, per Inquiry					\$233.51			1
	9.4.3	ROW Inquiry Fee, per Inquiry					\$378.87			1
	9.4.4	ROW Document Preparation Fee					\$122.91			1
	9.4.5	Field Verification Fee, per Pole					\$20.48			1
	9.4.6	Field Verification Fee, per Manhole					\$190.89			1
	9.4.7	Planner Verification, per Manhole					\$16.52			1
	9.4.8	Manhole Verification Inspector, per Manhole					\$92.18			1
	9.4.9	Manhole Make-Ready Inspector, per Manhole					\$245.82			1
	9.4.10	Intentionally Left Blank								
	9.4.11	Pole Attachment Fee, per Foot, per Year			\$2.77			A		
	9.4.12	Innerduct								
		9.4.12.1	Intentionally Left Blank							
		9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year		\$0.31			4		
	9.4.13	Access Agreement Consideration					\$10.00			A
	9.4.14	Make Ready					ICB			3
10.0	Intentionally Left Blank									
11.0	Access to Operational Support Systems (OSS)									
	11.1	Development and Enhancements, per Order					\$5.00			A
	11.2	Ongoing Operations, per Order					\$1.40			A
12.0	Maintenance and Repair									
	12.1	Trouble Isolation								
		12.1.1	Maintenance of Service for non-Qwest Trouble, per Half Hour or fraction thereof							
			12.1.1.1	Maintenance of Service - Basic			\$28.86			A
			12.1.1.2	Maintenance of Service - Overtime			\$38.55			A
			12.1.1.3	Maintenance of Service - Premium			\$48.25			A
		12.1.2	Dispatch for non-Qwest Trouble				\$87.98			A
13.0	Intentionally Left Blank									
14.0	Intentionally Left Blank									
15.0	Intentionally Left Blank									
16.0	Bona Fide Request Process									
	16.1	Processing Fee					\$1,851.86			A
17.0	Intentionally Left Blank									
18.0	Intentionally Left Blank									

Cricket Communications, Inc.

**Wireless Type 2 Exhibit A**  
**Idaho**

										Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC	
19.0	Construction Charges									ICB		ICB	3		3	
NOTES:																
	*	Unless otherwise indicated, all rates are pursuant to Idaho Public Utilities Commission Dockets:														
	A	Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004.														
	B	Cost Docket QWE-T-01-11, Order No. 29408 (January 5, 2004) rates effective January 5, 2004														
	C	FCC Docket No. 01-92 Effective 12-29-11														
	#	Voluntary Rate Reduction Docket USW-T-00-3, effective 6/10/02. Reductions reflected in the 5/24/02 Exhibit A.														
	###	Third Voluntary Rate Reduction Docket USW-T-00-3, effective 12/16/02, Reductions reflected in the 10/16/02 Exhibit A.														
	1	Rates not addressed in cost docket (TELRIC-based costs where required.)														
	2	Market-based rates.														
	3	ICB, Individual Case Basis pricing.														
	4	Rates per FCC Guidelines														
	5	Rate Agreed upon in 271 workshops.														
	6	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement but this service is not required to be priced according to a TELRIC methodology.														